MICHAEL A. CONGER, ESQUIRE (State Bar #147882)
LAW OFFICE OF MICHAEL A. CONGER
16236 San Dieguito Road, Suite 4-14
Mailing: P.O. Box 9374
Rancho Santa Fe, California 92067
Telephone: (858) 759-0200
Facsimile: (858) 759-1906

Attorney for Plaintiff Fabrizio Balestri

UNITED STATES DISTRICT COURT

SOUTHERN DISTRICT OF CALIFORNIA

FABRIZIO BALESTRI, Plaintiff, v. CIT GROUP, INC., STUDENT LOAN XPRESS, INC., and DOES 1 to 30, inclusive, Defendants.	CASE NO: 08-CV-0846-JLS (JMA) DECLARATION OF FABRIZIO BALESTRI IN SUPPORT OF MOTION TO REMAND

I, Fabrizio Balestri, declare as follows:

1. I am the former president and chief executive officer of Student Loan Xpress, Inc., and the plaintiff in this matter. I have personal knowledge of the matters stated herein and if called to do so could testify competently thereto.

2. Attached as Exhibit A is a true and correct conformed copy of the complaint, with exhibits, I filed on April 11, 2008, in the Superior Court of the State of California, County of San Diego.

3. I am a citizen of California, where I have resided with my family for 18 years. While employed by SLX, I was employed in and lived in San Diego, California.

4. Student Loan Xpress, Inc. ("SLX") was founded in 2002 as a subsidiary of Educational Lending Group, Inc., which was acquired by CIT Group, Inc., in 2005.

5. Attached as Exhibit B is a true and correct copy of an SLX marketing document,

which shows that 146 of SLX' 232 employees (62.9%) work in San Diego, California.

6. Although SLX has no manufacturing production activities, all of its sales and marketing activities are located in San Diego. SLX printed, mailed, and approved tens of thousands of student loan applications annually from its San Diego headquarters.

7. SLX' call center, which probably provides the most contact with the public of all of SLX' activities, is located in San Diego.

8. Attached as Exhibit C are true and correct copies of the first pages of SLX' responses to requests for bids or proposals from the University of San Francisco, the University of Denver, and the University of Louisville. As these exemplars demonstrate, SLX always identified SLX as being based in San Diego.

9. SLX' accounting and human resources activities take place in San Diego.

10. Attached as Exhibit D are true and correct copies of business cards from the following SLX executives:

- LeeAnn Rohman, chief operating officer;
- Margaret Bazini, chief financial officer;
- David Beach, executive vice president and chief marketing officer;
- Gary Rohmann, executive vice president of business development;
- Travis Mottet, senior vice president, information and sales support;
- Donna North, senior vice president, human resources;
- Ken Guerrero, vice president, academic services;
- Nicole Casali Joseph, vice president, marketing;
- Daniel W. King, vice president, call center operations;
- Rick Nicols, vise president, telephony;
- Daniel Passov, vice president, online marketing; and
- Erin Guerrero, vice president, business development.

These key SLX corporate officers all work from and reside in San Diego, California.

///

///

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct.

Executed this 9th day of June, 2008, at San Diego, California.

By: /s/______________________
Fabrizio Balestri

EXHIBIT A

MICHAEL A. CONGER, ESQUIRE (State Bar #147882)
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Attorney for Plaintiff Fabrizio Balestri

CIVIL BUSINESS OFFICE 9 CENT[illegible]
2008 APR 11 P 3:23
CLER[illegible] SA[illegible]

SUPERIOR COURT OF THE STATE OF CALIFORNIA

FOR THE COUNTY OF SAN DIEGO

FABRIZIO BALESTRI, Plaintiff, v. CIT GROUP, INC., STUDENT LOAN XPRESS, INC., and DOES 1 to 30, inclusive, Defendants.	CASE NO: **37-2008-00081786-CU-BC-CTL** COMPLAINT FOR BREACH OF CONTRACT AND VIOLATION OF LABOR CODE SECTION 201

1. Fabrizio Balestri ("BALESTRI") is an individual residing in San Diego, California.

2. Defendant CIT Group, Inc. ("CIT") is a Delaware corporation doing business in San Diego, California.

3. Defendant STUDENT LOAN XPRESS, INC. ("SLX"), is the successor to Educational Lending Group, Inc. SLX is Delaware Corporation with its principle place of business in San Diego, California, and is a wholly-owned subsidiary of CIT.

4. The true names or capacities, whether individual, corporate, associate, or otherwise, of defendants DOES 1 to 30, inclusive, are unknown to plaintiff, who therefore sues said defendants by such fictitious names.

5. Plaintiff is informed and believes and thereon alleges that each of the defendants designated herein as a DOE is responsible in some manner for the events and happenings herein

referred to, and caused injury and damages proximately thereby to plaintiff as herein alleged. Plaintiff will seek leave of court to amend this complaint to set forth the true names and capacities of such named defendants when their identities become known to him.

6. Plaintiff is informed and believes and thereon alleges that each defendant named in this action, including DOE defendants, at all relevant times, was the agent, ostensible agent, servant, employee, representative, assistant, joint venturer, and/or co-conspirator of each of the other defendants, and was at all times acting within the course and scope of his, her, or its authority as agent, ostensible agent, servant, employee, representative, joint venturer, and/or co-conspirator, and with the same authorization, consent, permission or ratification of each of the other defendants.

7. On January 4, 2005, BALESTRI, SLX (the successor to Educational Lending group, Inc.), and CIT entered into a three-year employment agreement, a true and correct copy of which is attached at Exhibit 1 ("the January 4, 2005 agreement").

8. On January 10, 2006, the parties modified paragraph six of their January 4, 2005 agreement and entered into a "Retention Bonus Plan." A true and correct copy of that agreement is attached at Exhibit 2 (the "Retention Bonus Plan" agreement).

9. On May 24, 2007, CIT and SLX terminated BALESTRI without cause (as that term is defined at page 3 of in the parties' January 4, 2005 agreement).

FIRST CAUSE OF ACTION - BREACH OF CONTRACT

(Against CIT, SLX and Does 1-10)

10. BALESTRI incorporates by reference and realleges paragraphs 1 through 9 as though fully set forth herein.

11. Pursuant to the terms of the parties' January 4, 2005 employment agreement, if BALESTRI was terminated without cause the defendants agreed to pay BALESTRI, "in a single lump sum . . . an amount equal to one and one half times the sum of (i) [BALESTRI's] highest annual base salary . . ., plus (ii) the amount of the annual bonus [he] earned during the [2006] calendar year. . . ." (Exh. 1, p. 3, ¶ 8.)

12. Based on BALESTRI's highest base salary and 2006 bonus, he should have been

paid $675,000 by the defendants upon termination without cause but was not.

13. Defendants failed to pay BALESTRI in accordance with paragraph 8 of the parties' January 4, 2005 agreement, thereby breaching that agreement.

14. BALESTRI has performed all terms of the parties' January 4, 2005 agreement.

15. BALESTRI has been damaged by defendants' breach in the amount of $675,000.

SECOND CAUSE OF ACTION - BREACH OF CONTRACT

(Against CIT, SLX and Does 11-20)

16. BALESTRI incorporates by reference and realleges paragraphs 1 through 9 as though fully set forth herein.

17. Pursuant to the Retention Bonus Plan agreement, BALESTRI was entitled to an additional bonus of $1,000,000 if certain targets for loan volume were met.

18. During BALESTRI's employment, the targets were achieved.

19. However, Defendants failed to pay BALESTRI in accordance with the Retention Bonus Plan agreement, thereby breaching that agreement.

20. BALESTRI has performed all terms of the Retention Bonus Plan agreement.

21. BALESTRI has been damaged by defendants' breach in the amount of $1,000,000.

THIRD CAUSE OF ACTION - VIOLATION OF LABOR CODE SECTION 201

(Against CIT, SLX and Does 21-30)

22. BALESTRI incorporates by reference and realleges paragraphs 1 through 21 as though fully set forth herein.

22. Pursuant to Labor Code section 201, upon termination, BALESTRI was, within 72 hours, entitled to be paid $1,675,000 in wages, as defined by Labor Code section 200, by the defendants according to the January 4, 2005 agreement and the Retention Bonus Plan agreement.

23. Defendants failed to pay BALESTRI's wages in compliance with Labor Code section 201.

24. Therefore, pursuant to Labor Code sections 201 and 203, BALESTRI is entitled to recover unpaid wages of $1,675,000, plus waiting time penalties of at least $137,671.23.

WHEREFORE, Plaintiff prays:

1. Compensatory damages,
2. Waiting time penalties;
3. Pre-judgment interest calculated from the date payments were due;
4. Costs; and
5. Such other and further relief as the court determines necessary and proper.

Dated: April 11, 2008

LAW OFFICE OF MICHAEL A. CONGER

By: ______________________

Michael A. Conger
Attorney for Plaintiff

Jury trial demanded.

EXHIBIT 1

Education LENDING GROUP, INC.

Education Lending Group, Inc.
12760 High Bluff Drive, Suite 210
San Diego, California 92130-2018

Telephone (858) 617-6080
Facsimile (858) 617-6079

January 4, 2005

Mr. Fabrizio Balestri
985 Windsor Creek Court
Cardiff, CA 92007

Dear Fabrizio:

This letter is being written to you in connection with the execution of an Agreement and Plan of Merger (the "Merger Agreement") between and among Education Lending Group, Inc. ("EDLG"), CIT Group Inc. ("CIT"), and a wholly-owned subsidiary of CIT. You and we have agreed that if the acquisition of EDLG by CIT in the manner contemplated by the Merger Agreement occurs, you will continue in your current position as President and Chief Executive Officer of Student Loan Xpress, Inc. generally on the same basis as governs your current employment but with the additional terms specified below in this letter. Assuming you agree that this letter correctly sets forth the relationship between you and EDLG that we have agreed upon, you should countersign both original copies of this letter in the place provided, retain one fully executed copy for your records and return the other copy to me.

If the acquisition of EDLG by CIT in the manner contemplated by the Merger Agreement occurs, the following additional terms will apply to your employment by EDLG and/or Student Loan Express, Inc. ("SLX") from and after the Effective Time (as defined in the Merger Agreement):

1. *Three-Year Term.* Until and unless terminated by either party, the term of your employment under this letter (the "Employment Period") will commence at the Effective Time and extend through the third anniversary of the Effective Time.

2. *Title and Duties.* You will retain your current title of President and Chief Executive Officer of SLX. You will continue to perform the same duties with respect to SLX that you were performing for SLX during 2004. Unless otherwise directed by the Board of Directors of EDLG, you will continue to report to the Chief Operating Officer of EDLG.

3. *Base Salary.* Your base salary will be at the rate of at least $210,000 per year, payable in accordance with CIT's normal payroll procedures and subject to increase following regular periodic reviews.

4. *Annual Incentive Compensation.* For 2005, you will continue to be entitled to bonuses under EDLG's existing annual bonus program, substantially on the same basis as in effect before the Effective Time.

Education LENDING GROUP, INC.

5. *Long-Term Incentive Compensation.* During the Employment Period, you will be entitled to participate in CIT's Long-Term Equity Compensation Plan (the "ECP") and be eligible to receive such awards thereunder as CIT may from time to time determine. For the calendar year 2005, you will be entitled to receive grants under the ECP that include at least the following:

(a) A grant of options with a value as of the date of grant, determined on the Black-Scholes method, equal to $315,000 (i.e., one and one-half times your base salary as of the Effective Time) with three-year cliff vesting on the third anniversary of the Effective Time, an exercise price equal to the fair market value of a share of CIT stock on the date of grant, and other terms generally comparable to those applicable to option grants made to other executives under the ECP.

(b) A grant of performance shares for shares of CIT stock with an aggregate value, determined without regard to any restrictions on vesting or transfer, equal to $105,000 (i.e., one-half times your bases salary as of the Effective Time) with vesting and other terms generally comparable to the vesting and other terms applicable to performance share grants made to other executives under the ECP.

6. *Stay Bonus.* If you remain in the employ of EDLG and/or SLX through the third anniversary of the Effective Time, you will be eligible for a stay bonus in an aggregate amount of up to $525,000 (the "Maximum Stay Bonus").

(a) *Time Vested Portion.* One half of the Maximum Stay Bonus (i.e., $262,500) will be available as a time vested stay bonus and will be paid to you within ten days after the third anniversary of the Effective Time if you remain in the employ of EDLG and/or SLX through the third anniversary of the Effective Time.

(b) *Performance Vested Portion.* The second half of the Maximum Stay Bonus (i.e., $262,500) will be available as a performance vested stay bonus and will be paid to you within ten days of the third anniversary of the Effective Time if (i) you remain in the employ of EDLG and/or SLX through the third anniversary of the Effective Time, and (ii) EDLG has achieved the levels of loan originations for calendar years 2005, 2006, and 2007, viewed in the aggregate, that were anticipated in materials provided by EDLG to CIT in December of 2004 (the "Target Originations Level"). If EDLG does not achieve the Target Originations Level, no payment will be made to you under this paragraph (b).

7. *Vacations.* Throughout the Employment Period you will continue to be entitled to at least five weeks of vacation per year, such vacation to be taken in accordance with the EDLG vacation policy as that policy was in effect during 2004.

Education® LENDING GROUP, INC.

8. *Payment upon Termination Without Cause.* If EDLG terminates your employment without cause before the third anniversary of the Effective Time, EDLG will pay to you, subject to your execution of a release of claims in a form reasonably satisfactory to EDLG, in a single lump sum, not more than ten days after the date of your termination, an amount equal to one and one half times the sum of (i) your highest annual base salary during the Employment Period, plus (ii) the amount of the annual bonus you earned during the calendar year immediately preceding the calendar year in which you are terminated without cause. For these purposes, EDLG will have "Cause" to terminate your employment if, as of the date of termination, any of the following circumstances have occurred (and, if reasonably susceptible to cure, remain uncured for 30 days after notice to you from EDLG of an intention to treat the circumstance as Cause for termination) you have (a) materially failed to devote your entire business time, energy, talent, and best efforts to the performance of your duties specified above; (b) been negligent, insubordinate, or disloyal in the performance of your duties specified above; (c) failed to follow direction from the Board of Directors with respect to a specified course of conduct; (d) been convicted of any crime involving an act of dishonesty; or (e) committed an act or series of acts of dishonesty in the course of your employment.

9. *Non-Solicitation.* During the period commencing on the Effective Time and continuing through the third anniversary of the Effective Time (the "Restricted Period"), you shall not (a) solicit, divert, or take away, or attempt to divert or take away, either directly or indirectly, any of EDLG's customers, clients, members, patrons, or any other person with whom you know or have reason to know then has a business or prospective business relationship with EDLG or (b) recruit or solicit any individual who is then an employee or other service provider to EDLG or any individual who was an employee or service provider to EDLG within the then most recent three-month period for employment or retention with you or any person or entity other than the EDLG with whom you are then associated. For purposes of clause (b) of the previous sentence, "recruit or solicit" means directly or indirectly to initiate correspondence, a telephone call, e-mail, or other form of oral, written, or electronic communication or a personal meeting with respect to the retention of such individual or to facilitate any of the foregoing by a third party. For purposes of this Section 9 and Section 10 below, "EDLG" shall be deemed to include EDLG and each direct or indirect subsidiary thereof.

10. *Non-Competition.* During the Restricted Period, you shall not, directly or indirectly, without the prior written consent of the CIT Officers, own, manage, operate, join, control, or participate in the ownership, management, operation, or control of, or be connected as an officer, employee, partner, stockholder, consultant, or otherwise, in any business or organization that directly or indirectly competes with EDLG's Business. For these purposes, the term "EDLG's Business" shall mean student loan origination, servicing, purchasing, selling, and securitization; providing or marketing student loan products,

Education LENDING GROUP, INC.

services, or solutions to students, parents, schools, alumni associations, or similar groups; originating or purchasing guaranteed student loans or consolidation loans; offering or purchasing alternative supplemental loans guaranteed by third-party guarantors; selling originated loans to the secondary market; earning revenue by interest income or otherwise on any of the foregoing loans; offering consolidation loan products; or any other business activity in which EDLG is engaged during the Restricted Period or any business or activity materially related to any of the foregoing.

11. *Equitable Relief.* In addition to other remedies provided by law or equity, upon breach by you of any of the restrictions contained in either of Section 10 or 11 above, EDLG shall be entitled to seek through a court a temporary or permanent injunction against you prohibiting any further breach of any such restrictions.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

{Signature Page Follows}

Education LENDING GROUP, INC.

12. *Confidentiality.* You remain subject to the terms of the Confidentiality Agreement you have previously executed in favor of EDLG.

Fabrizio, we look forward to your continued employment following the Effective Time.

Sincerely,

Education Lending Group, Inc.

By__________________________
DOUGLAS L. FEIST
EVP and Secretary

Agreed this 4th day of January, 2005:

____
FABRIZIO BALESTRI

EDUCATION LENDING GROUP, INC.

12. *Confidentiality.* You remain subject to the terms of the Confidentiality Agreement you have previously executed in favor of ELG.

Fabrizio, we look forward to your continued employment following the Effective Time.

Sincerely,

Education Lending Group, Inc.

By: ______________________
DOUGLAS L. FEIST
EVP and Secretary

Agreed this 4th day of January, 2005:

____
FABRIZIO BALESTRI

EXHIBIT 2

Vincent J. Schera
SVP, Human Resources

CIT Group, Inc.
One CIT Drive
Livingston, NJ 07039
973-740-5347
Fax: 973-597-2089
Vince.Schera@cit.com

CIT

EDUCATION LENDING GROUP, INC.

January 10, 2006

Fabrizio "Breeze" Balestri
President and CEO
Student Loan Express, Inc.
12680 High Bluff Drive
Suite 400
San Diego, CA 92130

Re: Retention Bonus Plan

Dear Fabrizio:

The following sets forth the terms and conditions of your Retention Bonus Plan and supersedes my letter to you dated August 22, 2005:

Retention Bonus Plan:

Should Education Lending Group, Inc. ("EDLG") achieve Cumulative Total Disbursed Loan Volume (as set forth below) of $8.5BB for calendar years 2005, 2006, and 2007, then you shall be paid the amount of $1,000,000, subject to deductions for required Federal and state tax payments and withholdings.

For purposes hereof, Total Disbursed Loan Volume ("TDLV") shall be determined each applicable calendar year period by calculating the total amount of loan volume disbursed and/or generated by all marketing channels of EDLG, including secondary market purchases through SAL, Strategic Alliances, and portfolio purchase:

Calendar Year	**TDLV Amount**	***Cumulative TDLV***
2005	$2,000,000,000	N/A
2006	$2,800,000,000	$4,800,000,000
2007	$3,700,000,000	$8,500,000,000

However, notwithstanding the above, any secondary market purchases in excess of the amounts set forth below for the applicable calendar year will be excluded from the calculation of TDLV:

Calendar Year	Maximum Secondary Market Purchase Volume Amount
2005	$50,000,000
2006	$100,000,000
2007	$100,000,000

In addition, EDLG must, as a component of TDLV, have a minimum SLX Disbursed Loan Volume (defined as Student Loan Xpress Loan Volume disbursed and/or generated) each applicable calendar year or on a cumulative basis, the amounts set forth below:

Calendar Year	SLX Disbursed Loan Volume Amount	*Cumulative*
2005	$1,000,000,000	*N/A*
2006	$1,500,000,000	$2,500,000,000
2007	$1,950,000,000	$4,450,000,000

This letter replaces and supercedes in its entirety paragraph 6, labeled "Stay Bonus", set forth in a letter dated January 4, 2005 from EDLG to you.

Please sign below to confirm your understanding of these arrangements and return to me at your earliest convenience.

EDLG:

EDUCATION LENDING GROUP, INC.
a Delaware corporation

By: [signature]
Vincent Schera
Senior Vice President

Executive:

FABRIZIO BALESTRI

[signature]
Fabrizio Balestri

EXHIBIT B

StudentLoanXpress® A CIT Company

Platinum PARTNERSHIP

SLX – Business Units

Student Loan Xpress (San Diego, Cincinnati, & Cleveland)

San Diego (146 employees):	Cleveland (29 employees):	Cincinnati (57 employees):
• Corporate	• Finance	• Private Loans
• Sales & Marketing	• IT Department	• HR Support
• Call Center		• IT/Telephony
• Accounting		
• Compliance		
• HR Department		

Regional Representatives (60+ employees)

Xpress Loan Servicing (Cleveland-SLX subsidiary) [218 employees]

• Originations • Servicing • Collections • Compliance

EXHIBIT C

University of San Francisco
Jesuit Education

University of San Francisco
School as Lender
Request for Bid (RFB)

January 26, 2007

Presented by:

StudentLoanXpress
A CIT Company

Student Loan Xpress, Inc.
12680 High Bluff Drive, Suite 400
San Diego, CA 92130

UNIVERSITY OF DENVER

Response to FFELP School as Lender Request for Bid (RFB)

March 31, 2006

Presented By:

StudentLoanXpress®
A CIT Company

Student Loan Xpress, Inc.
12680 High Bluff Drive, Suite 400
San Diego, CA 92130

UNIVERSITY of LOUISVILLE
dare to be great

Response to Request for Proposal
Alumni Association
Student Loan Consolidation

December 9, 2005

Presented By:

StudentLoanXpress®
A CIT Company

Student Loan Xpress, Inc.
12680 High Bluff Drive
Suite 400
San Diego, CA 92130

EXHIBIT D

StudentLoanXpress®
A CIT Company

LeeAnn Rohman
Chief Operating Officer
Chief Sales Officer

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Fax: 858.480.2524
Email: leeann.rohmann@slxpress.com

StudentLoanXpress®
A CIT Company

Margaret Bazini
Chief Financial Officer

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Email: margie.bazini@slxpress.com

StudentLoanXpress®
A CIT Company

David Beach
Executive Vice President
Chief Marketing Officer

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A CIT Company

Gary Rohmann
Executive Vice President,
Business Development

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A CIT Company

Travis Mottet
Senior Vice President
Information & Sales Support

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A CIT Company

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StudentLoanXpress®
A CIT Company

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Vice President
Academic Services

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A CIT Company

Nicole Casali Joseph
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StudentLoanXpress®
A CIT Company

Daniel W. King
Vice President,
Call Center Operations

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Email dan.king@slxpress.com

StudentLoanXpress®
A CIT Company

Rick Nichols
Vice President - Telephony

12680 High Bluff Drive, Suite 400
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StudentLoanXpress®
A CIT Company

Daniel Passov
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StudentLoanXpress®
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